

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



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Application of Pacific Gas and Electric Company for Compliance Review of Utility Owned Generation Operations, Portfolio Allocation Balancing Account Entries, Energy Resource Recovery Account Entries, Contract Administration, Economic Dispatch of Electric Resources, Utility Owned Generation Fuel Procurement, Diablo Canyon Seismic Studies Balancing Account, and Other Activities for the Record Period January 1 Through December 31, 2019.

Application No. 20-02-009

(U 39 E)

**JOINT MOTION OF PACIFIC GAS AND ELECTRIC COMPANY (U 39 E),
THE PUBLIC ADVOCATES OFFICE AT THE CALIFORNIA PUBLIC
UTILITIES COMMISSION AND THE JOINT COMMUNITY CHOICE
AGGREGATORS FOR ADOPTION OF SETTLEMENT AGREEMENT**

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Dated: October 22, 2020

Attorneys for
PACIFIC GAS AND ELECTRIC COMPANY

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OF THE STATE OF CALIFORNIA**

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I. INTRODUCTION

In accordance with Rule 12.1 and 1.8(d) of the Commission’s Rules of Practice and Procedure, Pacific Gas and Electric Company (PG&E), the Public Advocates Office at the California Public Utilities Commission (Cal Advocates) and the Joint Community Choice Aggregators (Joint CCAs)^{1/} (together, the “Settling Parties”)^{2/} hereby jointly request that the Commission approve the Settlement Agreement among PG&E, Cal Advocates and Joint CCAs, which is attached to this Joint Motion (“Settlement Agreement”). The Settlement Agreement resolves all but two of the disputed issues in Phase I of the proceeding.^{3/} PG&E and Joint CCAs will brief the two remaining issues for resolution by a Commission decision.^{4/}

^{1/} The Joint Community Choice Aggregators consist of East Bay Community Energy, Marin Clean Energy, Peninsula Clean Energy, Pioneer Community Energy, San José Clean Energy, Silicon Valley Clean Energy, and Sonoma Clean Power

^{2/} While a party to the proceeding, The Utility Reform Network (“TURN”) is not a signatory to this Settlement Agreement. TURN limited its involvement in this proceeding to the PSPS related issues, which will be addressed in a second phase. *See* TURN’s February 28, 2020, Motion for Party Status.

^{3/} The Settlement Agreement does not address any of the issues reserved for consideration in Phase II of this proceeding.

^{4/} The Settlement Agreement resolves all disputed issues between PG&E and Public Advocates.

II. PROCEDURAL BACKGROUND

On February 28, 2020, PG&E filed its *Application for Compliance Review of Utility Owned Generation Operations, Portfolio Allocation Balancing Account Entries, Energy Resource Recovery Account Entries, Contract Administration, Economic Dispatch of Electric Resources, Utility Owned Generation Fuel Procurement, Diablo Canyon Seismic Studies Balancing Account, and Other Activities for the Record Period January 1 through December 31, 2019*, A.20-02-009 (Application). Concurrent with filing the Application, PG&E also served its Prepared Testimony and workpapers, as well as responses to the Master Data Requests (MDRs) propounded by Cal Advocates.

On April 2, 2020, Cal Advocates and the Joint CCAs filed protests to PG&E's application. PG&E filed a reply to the protests on April 13, 2020. Also on April 13, 2020 PG&E filed Supplemental Testimony including: an accounting of the Public Safety Power Shutoff (PSPS) events that occurred in its service territory in 2019 and explanation of how the PSPS events impacted revenue collections, as directed by the Commission in Decision 20-02-047 and an update on additional Portfolio Allocation Balancing Account (PABA) entries for Renewable Portfolio Standard product sales during the record year.

On May 4, 2020, PG&E submitted a summary of the meet and confer session between the Parties addressing the scope and schedule for the proceeding. On May 12, 2020, the Parties participated in a telephonic pre-hearing conference with assigned Administrative Law Judge (ALJ) Elaine Lau.

On June 19, 2020, Commissioner Guzman Aceves issued an Assigned Commissioner's Scoping Memo and Ruling (Scoping Memo).

On July 10, 2020, Cal Advocates and Joint CCAs served their Testimony.

On August 14, 2020, Commissioner Guzman Aceves issued the *Assigned Commissioner's Amended Scoping Memo and Ruling* (Amended Scoping Memo) establishing a second phase of the ERRA Compliance proceeding to address issues related to PSPS events.

Office.

On August 21, 2020, PG&E served its Rebuttal Testimony.

On September 14, 2020, PG&E emailed the service list providing the status of settlement discussions identifying issues resolved and issues still requiring evidentiary hearings. The Settling Parties all agreed and informed the Judge Lau that only one day of evidentiary hearings would be required and identified September 25, 2020 as the preferred date for hearings.

On September 22, 2020, the Settling Parties informed ALJ Lau that the Settling Parties agreed to stipulate the entry of exhibits into the record in lieu of holding evidentiary hearings.

On October 2, 2020, a Joint Motion for Entry of Evidence into the record and concurrent Motion of Pacific Gas and Electric Company to Seal the Evidentiary Record were submitted.

On October 9, 2020, PG&E provided Notice of Settlement Conference to the service list pursuant to Commission Rules of Practice and Procedure (Rule) 12.1(b). The Settlement Conference was conducted telephonically on October 19, 2020. Parties participating in the settlement conference included PG&E, Cal Advocates, and Joint CCAs. Cal Advocates has reviewed PG&E's Application, testimony, workpapers, and responses to discovery and concluded that the Commission's final decision in this proceeding should approve all of the relief requested in PG&E's Application, except as expressly provided in the Settlement Agreement. Similarly, the Joint CCAs have reviewed PG&E's Application, testimony, workpapers, and responses to Joint CCAs discovery requests, and conclude that the Commission's final decision in this proceeding should approve all of the relief requested in PG&E's Application, except as expressly provided in the Settlement Agreement, expressly reserved for briefing and resolution by Commission decision, or reserved for consideration in Phase II of this proceeding.

III. SUMMARY OF THE SETTLING PARTIES' LITIGATION POSITIONS

A. PG&E

In its Application, PG&E requested that the Commission find:

- PG&E complied with its Commission-approved Bundled Procurement Plan (BPP) in the areas of fuel procurement, administration of power purchase contracts,

greenhouse gas compliance instrument procurement, resource adequacy sales, and least-cost dispatch of electric generation resources.

- PG&E managed its utility-owned generation (UOG) facilities reasonably.
- The record period expenditures in the Diablo Canyon Seismic Studies Balancing Account (DCSSBA), the Green Tariff Shared Renewables Memorandum Account (GTSRMA), and Disadvantaged Communities Single Family Solar Affordable Homes (DAC-SASH) memorandum subaccount (DACSASHMA) were reasonable.
- The record period entries in the Portfolio Allocation Balancing Account (PABA), Energy Resources Recovery Account (ERRA), Green Tariff Shared Renewables Balancing Account (GTSRBA), and DAC-SASH balancing account (DACSASHBA) were consistent with applicable tariffs and Commission directives.
- Revenue requirements totaling \$3.996 million for Diablo Canyon seismic study costs, reflecting the actual recorded costs presented in the DCSSBA plus interest, are reasonable and recoverable from customers.

B. Cal Advocates

Cal Advocates made the following recommendations in its July 10, 2020 Testimony, based on its review of PG&E's Application, Prepared Testimony and associated workpapers and discovery responses:

- The Commission should hold a workshop in order to develop and standardize renewable and storage resource reporting requirements.
- There should be a disallowance of \$163,208 because PG&E "failed to provide detailed accountability for the 100.14 days of time it took to restore the Pit 5, Unit 4 outage."

- PG&E should provide a progress report in the next ERRR Compliance Filing of its wicket gate replacements at all Pit 5 Powerhouse units once the work has been completed.
- The Commission should revisit PG&E's GHG Procurement Plan in its review of utility Bundled Procurement Plans in the Integrated Resource Planning proceeding.
- There should be a disallowance of \$9,300 related to an amount that was incorrectly recorded to the DACSASHBA.

Cal Advocates also stated that PG&E efforts to procure and sell RA in its solicitations were in compliance with the requirements of PG&E's BPP and that PG&E's transactions with SCE, outside of the requirements of the BPP, were reasonable and should be approved.

PG&E's Rebuttal Testimony resolved or agreed with the matters raised by Cal Advocates. PG&E provided data detailing its management of the Pit 5, Unit 4 outage, explained why a progress report on wicket gate replacements was unnecessary, and pointed to PG&E's errata resolving the \$9,300 entry to DACSASHBA. PG&E's testimony noted its support for a Commission-led workshop for all three investor-owned utilities to develop consistent renewable and energy storage resource reporting requirements and supported revisiting PG&E's GHG Procurement Plan in the next review of utility BPPs.

C. Joint CCAs

The Joint CCAs testimony raised concerns about data transparency, whether PG&E complied with its BPP Appendix S, whether certain contracts should be assigned new vintage years, and identified \$175.4 million in net reductions (excluding interest) to the 2019 PABA balance based on its review of PG&E's Application, Prepared Testimony, workpapers, and data request responses. The Joint CCAs proposed adjustments to PABA included:

- a. A \$95.3 million adjustment (plus interest) to comply with D.20-02-047 regarding the value of Retained RPS

- b. A reduction of \$33.6 million to the 2019 PABA balance for “unsupported” measures of retail sales volumes.
- c. A reversal of \$38.3 million balance in the PCIA Subaccount to prevent double counting of a PCIA revenue shortfall from January 1 to July 1, 2019.
- d. An adjustment of \$4.5 million in PABA of Unsold RA to Retained RA because PG&E used PCIA-eligible resources to provide replacement RA capacity for ERRA resources unavailable due to planned outages.
- e. An addition to PABA for the Retained RA value to PABA for RA capacity in an SCE Local Area that PG&E used to meet its capacity obligations for bundled customers in 2019 but failed to record.
- f. A correction of \$16.8 million associated with the REC sales with 2018 deliveries incorrectly recorded to the PABA, rather than the ERRA, in 2019.
- g. A reduction to PABA of \$18.0 million to correcting balancing accounts for CAISO settlements.
- h. An adjustment credit of \$1.2 million to recognize the interest credits for periods prior to first recording Retained RA and RPS values to the PABA in June 2019
- i. An adjustment for incorrect CCA customer vintage assignments.

PG&E’s Rebuttal Testimony resolved some of the issues raised by the Joint CCAs. PG&E agreed with the Joint CCAs recommended adjustments “c.” through “i.” above and made these adjustments to the PABA and other impacted balancing accounts as necessary. After Rebuttal testimony, the outstanding disputed issues between PG&E and Joint CCAs were reduced to:

1. What adjustments to PABA are necessary for Retained RPS pursuant to D.20-02-047;

2. Whether certain amended contracts should be re-vintaged;
3. Whether PG&E's RA solicitations complied with its BPP Appendix S;
4. A proposed reduction of \$33.6 million to PABA for "unsupported" measures of retail sales volumes;
5. What data is necessary to provide greater transparency for the Joint CCAs, and
6. How to adjust bills for incorrect CCA customer vintage assignments.

Through settlement negotiations, PG&E and the Joint CCAs were able to resolve issues 3-6 and agreed to reserve issues 1 and 2 to be briefed and resolved through Commission decision.

IV. SUMMARY OF THE SETTLEMENT AGREEMENT

The Settlement Agreement contains seven substantive sections which set forth the Settling Parties resolution of the disputed issues identified in Section III, B and C: (1) Information Required to Support PG&E's Future ERRA Compliance applications; (2) BPP, Appendix S; (3) Incorrect Vintage Assignments; (4) Exhibits/Record; (5) Least Cost Dispatch; (6) Greenhouse Gas Compliance; and (7) Operation of PG&E's Utility Owned Generation

PG&E's commitment to provide additional, specific information requested by the Joint CCAs simultaneous with its ERRA Compliance applications, and its commitment to simplify the presentation of that information, resolved the Joint CCAs concern with transparency of the PG&E data supporting entries to the ERRA, PABA and related balancing accounts for purposes of this proceeding. These commitments are contained in Sections 1.1 through 1.9 of the Settlement Agreement.

In Section 2, PG&E and the Joint CCAs agreed to resolve the Joint CCAs concerns about PG&E's compliance with Appendix S for record year resource adequacy sales governed by Appendix S by agreeing to continue discussing these concerns and to propose revisions to Appendix S if the discussions so require.

In Section 3, PG&E agreed to implement bill credits for customers who were assigned an incorrect vintage, using specified methodologies to calculate bill credits for commercial and industrial CCA customers (3.1) and residential CCA customers (3.2).

PG&E agreed with certain accounting errors identified by the Joint CCAs and has already made adjustments to the PABA to correct those errors. Section 4.1 identifies the Exhibits reflecting these accounting adjustments.

PG&E objected to the admissibility of certain exhibits into the record for this proceeding based on its position that those exhibits were outside the scope of and/or irrelevant to the proceeding. In Section 4.2, PG&E waives its objections to the admissibility of those exhibits for purposes of this proceeding but reserves its right to make admissibility objections to similar information in future proceedings.

PG&E agrees to participate in a joint IOU workshop to develop and standardize renewable and energy storage reporting requirements, as recommended by Cal Advocates, in Section 5.

Section 6 reflects agreement between PG&E and Cal Advocates that the Commission should consider revisions to PG&E's GHG procurement plan in the next Integrated Resource Planning proceeding (6.1) and reflects PG&E's commitment to present certain GHG information in its testimony supporting ERRA compliance applications (6.2).

In Section 7, Cal Advocates withdraws its challenge to the presentation PG&E made in the case supporting the forced outage at Pit 5, Unit 4 during the record year and supports recovery of \$163,208 in replacement power costs attributable to this forced outage in the ERRA.

V. THE COMMISSION SHOULD ADOPT THE SETTLEMENT AS REASONABLE IN LIGHT OF THE WHOLE RECORD, CONSISTENT WITH THE LAW AND IN THE PUBLIC INTEREST

A. Legal Standard for Settlements

Commission Rule 12.1(d) sets forth the standard for adoption of settlements:

The Commission will not approve settlements, whether contested or uncontested, unless the settlement is reasonable in light of the whole record, consistent with law and in the public interest.

The Commission approves settlement agreements based on whether the settlement agreement is just and reasonable as a whole, not based on its individual terms:

In assessing settlements we consider individual settlement provisions but, in light of strong policy favoring settlements, we do not base our conclusion on whether any single provision is the optimal result. Rather, we determine whether the settlement as a whole produces a just and reasonable outcome.^{5/}

Numerous Commission decisions “have endorsed settlements as an ‘appropriate method of alternative ratemaking’ and express a strong public policy favoring settlement of disputes if they are fair and reasonable in light of the whole record.”^{6/} It is long-standing Commission policy to strongly favor settlement.^{7/} This policy supports many worthwhile goals, including not only reducing the expense of litigation and conserving scarce Commission resources, but also allowing parties to reduce the risk that litigation will produce unacceptable results.^{8/}

B. The Agreement Is Reasonable in Light of the Record as a Whole

The Settling Parties are knowledgeable and experienced regarding the issues in this ERRA Compliance proceeding and represent distinct and affected interests: PG&E, which is responsible for procuring power to serve its customers; Cal Advocates, the Commission’s independent ratepayer advocacy office; and Joint CCAs, community-based energy suppliers serving PG&E unbundled customers. The Settling Parties reached agreement after the submission of lengthy testimony, extensive discovery, careful analysis of issues, and settlement discussions. With respect to the overall agreement by the Settling Parties that PG&E’s 2019 entries to ERRA, PABA and various balancing accounts are reasonable with the adjustments agreed to by the Settling Parties, nearly all challenges to these entries have been resolved.

The more qualitative, non-monetary issues raised by parties are resolved in the

^{5/} D.10-04-033, *mimeo*, p. 9.

^{6/} See e.g., D.05-10-041, *mimeo*, p. 47; D.15-03-006, *mimeo*, p.6; and D.15-04-006, *mimeo*, p. 8.

^{7/} D.10-06-038, *mimeo*, p. 38.

^{8/} D.14-12-040, *mimeo*, p. 15.

Settlement Agreement in a manner acceptable to all parties. As an example, a key issue for the Joint CCAs is transparency. The Settlement Agreement addresses this issue by PG&E's agreeing to provide additional information requested by the Joint CCAs simultaneous with filing its ERRA Compliance applications and to simplify its presentation of that information. Another example, Cal Advocates believes the GHG procurement framework in the BPP should be re-assessed. This is addressed in the Settlement Agreement by PG&E and Cal Advocates agreeing that the GHG procurement framework should be addressed in the next proceeding examining the IOU BPPs. Finally, PG&E felt strongly that its testimony supporting the application demonstrated that PG&E prudently managed the operations of its generation resources during 2019. This issue is addressed in the Settlement Agreement with the agreement of Cal Advocates that PG&E's showing in this case supported the reasonableness of its management of the forced outage at Pit 5, Unit 4.

The fact that PG&E, Cal Advocates, and Joint CCAs were able to find common ground in areas where they originally differed indicates that the Settlement is reasonable in light of the whole record and reflects a reasonable balance of the various interests affected in this proceeding.

C. The Agreement Is Consistent with Law and Prior Commission Decisions

The Settling Parties believe that the terms of the Settlement Agreement comply with all applicable statutes, including the prospective actions that PG&E will take in future ERRA Compliance proceedings. Applicable statutes include Public Utilities Code § 451, which requires that utility rates must be just and reasonable, and Public Utilities Code § 454, which prevents a change in public utility rates unless the Commission finds such an increase justified.^{9/} In this case, Cal Advocates and the Joint CCAs have extensively reviewed and audited the information PG&E presented in testimony and discovery responses to conclude that, except as expressly set forth in the Settlement Agreement, PG&E should be granted the relief requested in

^{9/} See D.14-01-011, p. 14; D.15-05-015, p. 14.

its Application, apart from the relief related to issues expressly reserved for consideration of Phase II of this proceeding.

Under the Settlement, Agreement, PG&E agrees to undertake several prospective actions.^{10/} The Commission has used ERRA Compliance proceedings to address prospective issues, such as the actions addressed in this Settlement Agreement. For example, in D.09-12-002, the Commission directed that, prior to the next ERRA Compliance application, PG&E confer with Cal Advocates regarding PG&E's internal auditing of contract management activities.^{11/} In D.11-07-039, the Commission adopted additional prospective requirements regarding internal auditing.^{12/} More recently, the Commission approved prospective actions in the settlement of PG&E's 2011 ERRA Compliance application in D.14-01-011, and in PG&E's 2017 ERRA Compliance Application in D.18-02-015. Thus, including prospective actions in the Settlement Agreement is consistent with Commission precedent in previous ERRA Compliance proceedings.^{13/}

D. The Agreement Is in the Public Interest

The Settlement Agreement is in the public interest because it conserves Commission resources and the resources of the Settling Parties. But for the Settlement Agreement, which had as its basis the initial agreement to move exhibits into the record in lieu of holding hearings, Cal Advocates, Joint CCAs, and PG&E would have submitted post-hearing briefs regarding all of the disputed issues in this proceeding. This Settlement Agreement resolves all but two of the outstanding issues in a manner the Settling Parties believe is just and reasonable. These two outstanding issues will be briefed by PG&E and the Joint CCAs for resolution by a Commission decision. Furthermore, the Settlement Agreement is consistent with Commission decisions on settlements, which express the strong public policy favoring settlement of disputes if they are fair

^{10/} Settlement, Section II, 1.1 and 2.2.

^{11/} D.09-12-002, OP 3.

^{12/} D.11-07-039, OP 2-3.

^{13/} D.14-01-011, p. 14 (prospective remedies consistent with law).

and reasonable in light of the whole record.^{14/}

VI. CONCLUSION

The Settling Parties request that the Commission to adopt the Settlement Agreement without modification as reasonable in light of the whole record, consistent with the law and in the public interest. Pursuant to Rule 1.8(d) of the Commission's Rules of Practice and Procedure, PG&E represents that Cal Advocates and the Joint CCAs have authorized it to sign and tender this Joint Motion on their behalf.

Respectfully Submitted,

By: /s/ Jennifer K. Post
JENNIFER K. POST

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On Behalf of the Settling Parties

Dated: October 22, 2020

^{14/} 14-01-011, p. 13.

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**SETTLEMENT AGREEMENT
AMONG PACIFIC GAS AND ELECTRIC COMPANY (U 39 E), THE PUBLIC
ADVOCATES OFFICE AT THE CALIFORNIA PUBLIC UTILITIES COMMISSION
AND JOINT COMMUNITY CHOICE AGGREGATORS**

Pacific Gas and Electric Company (PG&E), the Public Advocates Office at the California Public Utilities Commission (Cal Advocates), and the Joint Community Choice Aggregators (Joint CCAs)^{1/} (collectively, the Settling Parties)^{2/} enter into this Settlement Agreement as a compromise of their respective litigation positions to resolve most disputed issues raised in Phase I of the above-captioned proceeding before the California Public Utilities Commission (Commission). The Settling Parties have negotiated the terms and conditions of this Settlement Agreement to resolve all but two remaining disputed issues. The two remaining disputed issues will be briefed for resolution by a Commission decision.^{3/} Any undisputed proposals or requests for relief, apart from those addressing issues expressly reserved for consideration in Phase II of

^{1/} The Joint CCAs include East Bay Community Energy, Marin Clean Energy, Peninsula Clean Energy, Pioneer Community Energy, San Jose Clean Energy, Silicon Valley Clean Energy, and Sonoma Clean Power.

^{2/} While a party to the proceeding, The Utility Reform Network (“TURN”) is not a signatory to this Settlement Agreement. TURN limited its involvement in this proceeding to the PSPS related issues, which will be addressed in a second phase. *See* TURN’s February 28, 2020, Motion for Party Status.

^{3/} The Settlement Agreement resolves all disputed issues between PG&E and Public Advocates Office. Only PG&E and Joint CCAs will submit briefs on the remaining disputed issues.

this proceeding within the Commission's August 14, 2020 *Assigned Commissioner's Amended Scoping Memo and Ruling* (Amended Scoping Memo) shall be deemed unopposed by Cal Advocates and the Joint CCAs. The Settling Parties request that the Commission approve those proposals and requested relief as presented.

I. PROCEDURAL HISTORY

On February 28, 2020, PG&E filed its *Application for Compliance Review of Utility Owned Generation Operations, Portfolio Allocation Balancing Account Entries, Energy Resource Recovery Account Entries, Contract Administration, Economic Dispatch of Electric Resources, Utility Owned Generation Fuel Procurement, Diablo Canyon Seismic Studies Balancing Account, and Other Activities for the Record Period January 1 through December 31, 2019*, A.20-02-009 (Application). Concurrent with filing the Application, PG&E also served its Prepared Testimony and workpapers, as well as responses to the Master Data Requests (MDRs) propounded by Cal Advocates.

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Cal Advocates has reviewed PG&E's Application, testimony, workpapers, and responses to Public Advocates Office's discovery and does not object to the relief requested in PG&E's Application, except as expressly provided in this Settlement Agreement. Similarly, the Joint CCAs have reviewed PG&E's Application, testimony, workpapers, and responses to Joint CCAs discovery requests, and conclude that the Commission's final decision in this proceeding should approve all of the relief requested in PG&E's Application, except as expressly provided in this Settlement Agreement, reserved for briefing and Commission decision, or reserved for consideration in Phase II of this proceeding.

II. SETTLEMENT AGREEMENT TERMS AND CONDITIONS

The Settling Parties agree to the following terms and conditions:

1. Information Required to Support PG&E's Future ERRA Compliance Applications

PG&E and the Joint CCAs agree that PG&E's agreement to provide the following information, in addition to the Master Data Request responses, to the Joint CCAs simultaneous with filing its annual ERRA Compliance applications resolves for purposes of this proceeding the Joint CCAs concerns regarding transparency, asserted discrepancies in PG&E's presentation of billed and recorded customer sales revenues and PG&E's compliance with its 2014 Bundled Procurement Plan (BPP).

1.1 Public and confidential workpapers supporting initial testimony, rebuttal testimony, errata, the November update, and any implementing advice letters from the ERRA Forecast case for the record year.

1.2 A reconciliation of the total costs from parts D-H below with the totals recorded to each applicable Portfolio Allocation Balancing Account (PABA) category using the best available data as of January close for the prior year (record year). January close includes the first set of California Independent System Operator (CAISO) Settlement Agreement data for December of the record year that does not include estimates. PG&E will not provide rolling updates of CAISO Settlement Agreement data after January close.

1.3 To support validation of billed usage, PG&E will provide Electric History (EH) sheet data and a walk from billed usage to EH sheet data.

1.4 For each resource for which costs or revenues are recorded during the record year under review:

- (1) resource ID
- (2) resource name (using consistent naming convention in compliance and forecast)
- (3) PG&E log number
- (4) technology
- (5) capacity (nameplate)
- (6) location
- (7) contract type
- (8) counterparty
- (9) contract execution date
- (10) contract expiration date
- (11) CPUC authorization

- (12) commercial operation date
 - (13) cost recovery mechanism
 - (14) vintage
 - (15) ERRR Forecast category/naming convention
 - (16) RPS eligibility
 - (17) monthly trade-month costs (or revenues for contract sales) as of January close, identifying:
 - i. For Utility Owned Generation: GRC-related, fuel, transportation, and other costs
 - ii. For contracts: energy, capacity, and other costs (or revenue)
 - (18) monthly trade-month volumes delivered (generation volumes) as of January close.
 - i. MWh energy
 - ii. MW capacity for resource adequacy provided at the time of the CPUC Compliance Filing (RA Tracker)
 - (19) percentage of self-scheduled day ahead awards
- 1.5 Monthly CAISO Information as follows:
- (1) revenue by CAISO charge code and balancing account
 - (2) costs by CAISO charge code and balancing account
 - (3) Settlement Agreements by resource
- 1.6 Retail revenue information for the record year on a monthly basis as follows:
- (1) Billed and unbilled revenue for bundled, CCA and direct access customers
 - (2) Billed retail sales volumes for bundled, CCA and direct access customers
- 1.7 Sold and unsold Renewable Portfolio Standard (RPS) products by resource and balancing account
- 1.8 Resource adequacy information as follows:
- (1) sold, unsold and retained resource adequacy by resource and balancing account (RA Tracker)
 - (2) system, local and flex positions for solicitations governed by Appendix S including the data as presented in the attached RA Position Table for (a) each solicitation in which RA for delivery in the record year was offered for sale (b) at the time each solicitation took place
 - (3) all Tier 1 advice letter filings addressing Operational Constraints, including confidential attachments.
- 1.9 PG&E agrees to streamline the presentation of the information it has agreed to provide in sections 1.1-1.8.

2. BPP, Appendix S

PG&E and the Joint CCAs agree to engage in discussions about the approach to Resource Adequacy solicitations governed by Appendix S of PG&E's 2014 BPP, and PG&E may propose revisions to Appendix S to the extent PG&E and the Joint CCAs reach agreement requiring revisions during those discussions.

3. Incorrect Vintage Assignments

3.1 PG&E agrees to rebill all commercial and industrial CCA customers assigned an incorrect vintage. The PABA will be automatically updated with the corrected commercial and industrial revenues.

3.2 PG&E agrees to provide a one-time \$5 bill credit to 2012 vintage residential CCA customers that had an incorrect PCIA vintage assignment and a one-time \$0.50 bill credit to non-2012 vintage residential CCA customers that had an incorrect PCIA vintage assignment. The PABA balance will not be updated to reflect corrected retail customer revenues, as the values are *de minimis*.

4. Exhibits/Record

4.1 PG&E and the Joint CCAs agree that the following Exhibits in the record confirm adjustments PG&E made to the PABA to correct accounting errors identified by the Joint CCAs: PG&E-11-C, PG&E-12-C, JCCAs-22-C, JCCAs-23-C, JCCAs-24-C, JCCAs-25-C, JCCAs-26, JCCAs-27-C.

4.2 PG&E waives its objection to the admission of Exhibits JCCAs-4-C, JCCAs 5-C, JCCAs-7-C, JCCAs-14, JCCAs-18, JCCAs-19 and PG&E-10-C into the record for this proceeding, A.20-02-009, but reserves the right to argue admissibility of similar information in future ERRR compliance proceedings.

5. Least Cost Dispatch

Cal Advocates recommends in its Testimony that the Commission hold a workshop with all three investor-owned utilities present in order to develop and standardize renewable and energy storage resource reporting requirements. PG&E agrees to participate in any such

workshop.

6. Greenhouse Gas Compliance

6.1 PG&E and Public Advocates Office agree that the Commission should revisit PG&E's GHG Procurement Plan in its review of utility Bundled Procurement Plans in the next Integrated Resource Planning proceeding (R.20-05-003 or its successor proceedings).

6.2 PG&E agrees to present with initial prepared testimony served in connection with all future ERRA Compliance applications all covered emissions calculations, including RPS adjustments and actual import emissions (or gross import emissions) prior to any RPS adjustments.

7. Operation of PG&E's Utility Owned Generation

Public Advocates Office withdraws its assertion that PG&E failed to provide adequate support for the forced outage during the record period at the Pit 5, Unit 4 hydro facility and does not object to PG&E's requested recovery through the ERRA of the \$163,208 of replacement power costs associated with this forced outage.

III. GENERAL PROVISIONS

8.1 In accordance with Rule 12.5, the Settling Parties intend that Commission adoption of this Settlement Agreement will be binding on the Settling Parties, including their legal successors, assigns, partners, members, agents, parent or subsidiary companies, affiliates, officers, directors, and/or employees. Unless the Commission expressly provides otherwise, and except as otherwise expressly provided herein, such adoption does not constitute approval or precedent for any principle or issue in this or any future proceeding.

8.2 The Settling Parties agree that nothing contained in this Settlement Agreement is to be construed as an admission of liability, fault, or improper action by any Party.

8.3 The Settling Parties agree that this Settlement Agreement is subject to approval by the Commission. As soon as practicable after the Settling Parties have signed this Settlement Agreement, the Settling Parties shall jointly file a motion for Commission approval and adoption of the Settlement Agreement. The Settling Parties will furnish such additional information,

documents, and/or testimony as the ALJ or the Commission may require in granting the motion adopting this Settlement Agreement.

8.4 The Settling Parties agree to support the Settlement Agreement and use their best efforts to secure Commission approval of the Settlement Agreement in its entirety without modification.

8.5 The Settling Parties agree to recommend that the Commission approve and adopt this Settlement Agreement in its entirety without change.

8.6 The Settling Parties agree that, if the Commission fails to adopt this Settlement Agreement in its entirety and without modification, the Settling Parties shall convene a Settlement Agreement conference within fifteen (15) days thereof to discuss whether they can resolve the issues raised by the Commission's actions. If the Settling Parties cannot mutually agree to resolve the issues raised by the Commission's actions, the Settlement Agreement shall be rescinded, and the Settling Parties shall be released from their obligation to support the Settlement Agreement. Thereafter, the Settling Parties may pursue any action they deem appropriate but agree to cooperate in establishing a procedural schedule.

8.7 The Settling Parties agree to actively and mutually defend the Settlement Agreement if its approval and adoption is opposed by any other party.

8.8 This Settlement Agreement constitutes a final Settlement Agreement of all but two of the issues reviewed by Public Advocates Office and the Joint CCAs in the above-captioned proceeding. The two remaining issues will be briefed for Commission decision. This Settlement Agreement constitutes the Settling Parties' entire Settlement Agreement, which cannot be amended or modified without the express written and signed consent of all the Settling Parties hereto.

IV. MISCELLANEOUS PROVISIONS

9.1 The Settling Parties agree that no signatory to the Settlement Agreement or any employee thereof assumes any personal liability as a result of the Settlement Agreement.

9.2 If any Party fails to perform its respective obligations under the Settlement

Agreement, any other Party may come before the Commission to pursue a remedy including enforcement.

9.3 The provisions of this Settlement Agreement are not severable. If the Commission, or any competent court of jurisdiction, overrules or modifies as legally invalid any material provision of the Settlement Agreement, the Settlement Agreement may be considered rescinded as of the date such ruling or modification becomes final, at the discretion of the Settling Parties.

9.4 The Settling Parties acknowledge and stipulate that they are agreeing to this Settlement Agreement freely, voluntarily, and without any fraud, duress, or undue influence by any other party. Each party states that it has read and fully understands its rights, privileges, and duties under the Settlement Agreement, including each Party's right to discuss the Settlement Agreement with its legal counsel and has exercised those rights, privileges, and duties to the extent deemed necessary.

9.5 In executing this Settlement Agreement, each Party declares and mutually agrees that the terms and conditions are reasonable, consistent with law, and in the public interest.

9.6 No Party has relied, or presently relies, upon any statement, promise, or representation by any other Party, whether oral or written, except as specifically set forth in this Settlement Agreement. Each Party expressly assumes the risk of any mistake of law or fact made by such Party or its authorized representative.

9.7 This Settlement Agreement may be executed in separate counterparts by the different Settling Parties hereto with the same effect as if all Settling Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Settlement Agreement.


9.8 This Settlement Agreement shall become effective and binding on the Settling Parties as of the date it is approved by the Commission in a final and non-appealable decision.

9.9 This Settlement Agreement shall be governed by the laws of the State of California as to all matters, including but not limited to, matters of validity, construction, effect,

performance, and remedies.

The Settling Parties mutually believe that, based on the terms and conditions stated above, this Settlement Agreement is reasonable in light of the whole record, consistent with the law, and in the public interest. The Settling Parties' authorized representatives have duly executed this Settlement Agreement on behalf of the parties they represent.

PACIFIC GAS AND ELECTRIC
COMPANY


/s/ _____
Robert S. Kenney
Vice President, Regulatory & External Affairs

Date: 10/21/20

JOINT COMMUNITY CHOICE
AGGREGATORS

/s/ _____
Tim Lindl
Attorney for the Joint CCAs

Date: _____

PUBLIC ADVOCATES OFFICE AT THE
CALIFORNIA PUBLIC UTILITIES
COMMISSION

/s/ _____
Linda Serizawa
Deputy Director, Public Advocates Office

Date: _____

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PACIFIC GAS AND ELECTRIC
COMPANY

PUBLIC ADVOCATES OFFICE AT THE
CALIFORNIA PUBLIC UTILITIES
COMMISSION

/s/
Robert Kenney
Vice President, Regulatory Affairs

/s/Linda Serizawa
Linda Serizawa
Deputy Director, Public Advocates Office

Date: _____

Date: 10/20/20

JOINT COMMUNITY CHOICE
AGGREGATORS

/s/
Tim Lindl
Attorney for the Joint CCAs

Date: _____

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PACIFIC GAS AND ELECTRIC
COMPANY

/s/ _____
Robert Kenney
Vice President, Regulatory Affairs

Date: _____

PUBLIC ADVOCATES OFFICE AT THE
CALIFORNIA PUBLIC UTILITIES
COMMISSION

/s/ _____
Linda Serizawa
Deputy Director, Public Advocates Office

Date: _____

JOINT COMMUNITY CHOICE
AGGREGATORS

/s/  _____
Tim Lindl
Attorney for the Joint CCAs

Date: October 20, 2020